ihcda
Indiana Housing & Community Development Authority

User Name (Please print clearly your first and last name)

USER AGREEMENT

Participating Agencies who use the Indiana Housing and Community Development Authority's Homeless Management Information System (HMIS) and each User within any Participating Agency are bound by various restrictions regarding protected personal information ("PPI"). The employee, contractor, or volunteer whose name appears above is the **User**.

It is a **Client's** decision about what level of information is to be shared with any Participating Agencies. If your agency is covered by HIPAA or 42 CFR Part 2 (federally-defined treatment facility), it is also Client's decision about whether the Agency or IHCDA may use information for research purposes, unless certain other approvals have been obtained, such as from an Institutional Review Board.

The **HMIS Client Consent Form** shall be signed by the Client before any PPI is designated for sharing with any Participating Agencies, or, in the case of HIPAA and 42 CFR covered entities, authorized for research use (unless certain other approvals have been obtained). The User shall ensure that prior to obtaining Client's signature, the agency's Notice of Privacy Practices was fully reviewed with Client in a manner to ensure that Client fully understood the information.

USER PRINCIPLES

A User ID and Password gives you access to the IHCDA HMIS. **You must initial each item below** to indicate your understanding and acceptance of the proper use of your ID and password. Failure to uphold the confidentiality standards set forth below is grounds for your immediate termination from the HMIS.

(Initial below)

	I understand that I have an obligation to maintain Client privacy and to protect and safeguard the confidentiality of Client's PPI. PPI shall include, but not be limited to, the Client's name, address, telephone number, social security number, type of medical care provided, medical condition or diagnosis, veteran status, employment information, and any and all other information relating to the Client's programming.
	My User ID and Password are for my use only and must not be shared with anyone. I must take all reasonable precautions to keep my Password physically secure.
	I understand that the only individuals who can view information in the HMIS are authorized Users who need the information for legitimate business purposes of this Agency and the Clients to whom the information pertains.
	I may only view, obtain, disclose, or use information within the HMIS that is necessary to perform my job.
	If I am logged into the HMIS and must leave the work area where the computer is located, I **must logoff** before leaving the work area.
	Any hard copies of PPI printed from the HMIS must be kept in a secure file, and destroyed when no longer needed, in accordance with Agency's records retention policy. I will not leave hard copies of PPI in public view on my desk, or on a photocopier, printer, or fax machine.
	I will not discuss PPI with anyone in a public area.
	I have reviewed the Agency's Notice of Privacy Practices and the HMIS Policies and Standard Operating Procedures. I understand each of those documents and agree to abide by them.
	If I notice or suspect a security breach, I will immediately notify the Executive Director of the Agency and the HMIS System Administrator.
	I understand that any violation of this Agreement may also be considered a violation of my employment relationship with the Agency, and could result in disciplinary action, up to and including termination of my employment or affiliation with the Agency, as well as potential personal civil and criminal legal fines and penalties.

USER RESPONSIBILITIES

    A.   Users must be prepared to answer Client questions regarding the HMIS.

    B.   Users must respect Client preferences with regard to the entry and sharing of PPI within the HMIS. Users must accurately record Client's preferences by making the proper designations as to sharing of PPI and/or any restrictions on the sharing of PPI.

    C.   Users must allow a Client to change his or her information sharing preferences at the Client's request (*i.e.*, to revoke consent).

    D.   Users must not decline services to a Client or potential Client if that person:

    (i) refuses to allow entry of information into the HMIS (except if that policy is over-ridden by Agency policy or if the information is required to determine eligibility for housing or services or to assess needed services, or if the information is required to be collected as a condition of a provider agreement).

    (ii) refuses to share his or her personal information with other service providers via the HMIS.

    E.   The User has primary responsibility for the information entered by the User. The Information must be truthful, accurate and complete to the best of User's knowledge.

    F.   Users will not solicit from or enter information about Clients into the HMIS unless the information is required for a legitimate business purpose such as to provide services to the Client.

    G.   Users will not include profanity or offensive language in the HMIS; nor will Users use the HMIS database in violation of any law, to defraud any entity or to conduct any illegal activity.

PASSWORD PROCEDURES

By signing this Agreement, you agree to the following:

1.   When your User's account is created on the HMIS, you will be issued a temporary password. You will be required to change the temporary password the first time you log onto the HMIS. (Click on Password, or System Settings > Login Maintenance > Passwords)

2.   Your new password must be between 8 and 12 characters and contain a mix of alpha and numerical characters. Passwords should not use or include your name, User name, HMIS name, your Agency's name, or IHCDA's name. Passwords should not be easily guessed, or contain words found in a dictionary.

3.   Passwords are your responsibility and you may not share passwords. They should be securely stored and inaccessible to other persons. Passwords should never be stored or displayed in any publicly accessible location and should not be transmitted electronically without IHCDA's permission.

4.   You should change your password periodically (*e.g.*, at least once every quarter).

USER GRIEVANCE PROCEDURE

If you have a grievance with this Code of Ethics, you may send a written complaint to this Agency. If your complaint is not resolved to your satisfaction, you may send your written complaint to: IHCDA, 30 S Meridian Street, Suite 1000, Indianapolis, Indiana 46204 Attn: HMIS System Administrator.

I understand and agree to comply with the above User Policy, User Principles, User Responsibilities, Password Procedures, and User Grievance Procedure.

_____
User Signature

_____
Date

_____
Phone Number

_____
Email Address

_____
Job Title

_____
Agency Name

_____
Supervisor Signature

_____
Date

Please fax completed forms to 317-232-7778 ATTN: HMIS System Admin